



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

but are objecting to the record title to property held by him. The transaction being voidable only at the instance of the creditors of the transferor, the creditors of the transferee will not be allowed to invoke the aid of the bankruptcy court by dis-establishing the title that is valid as between the debtor and the petitioning creditors. The decision involves a novel point and seems to be eminently sound.

**BANKRUPTCY—PARTNERSHIP CREDITORS—PRIORITIES.**—All the partners of a firm were insolvent and both the firm and the partners were in bankruptcy. There were no partnership assets. *Held*, the partnership creditors share *pari passu* with the separate creditors of one partner in the distribution of his estate. *Re Gray*, 208 Fed. 959.

When both the social and the individual assets are being administered by a court of equity the better rule is that the partnership creditors, after exhausting the partnership assets, can share *pari passu* with the individual creditors in the distribution of the individual assets. See NOTES, p. 135. But in view of the positive provisions of the bankruptcy act it seems that, without exception, the firm creditors should have priority in the social assets and the individual creditors in the individual assets. And so is the weight of authority. *Re Wilcox* 94 Fed. 84; *Re Henderson*, 79 C. C. A. 485, 149 Fed. 975; *Re Janes*, 67 C. C. A. 216, 113 Fed. 913. The Supreme Court has so far refused to examine the question. *McNabb v. Bank*, 198 U. S. 583.

**CONFLICT OF LAWS—EVIDENCE—WHAT LAW GOVERNS.**—A Pennsylvania statute made the by-laws of an insurance company inadmissible in evidence as part of an insurance policy, unless attached thereto. In an action brought in that state, it was necessary to determine whether a certificate of membership issued by an Alabama beneficial association came within the provisions of that statute. *Held*, the law of Pennsylvania determines whether the certificate comes within the provisions of the statute. *Marcus v. Heralds of Liberty* (Pa.), 88 Atl. 678.

All matters involving the evidence and the remedy are to be governed by the *lex fori*. *Downer v. Chesebrough*, 36 Conn. 39, 4 Am. Rep. 29; *Ruhe v. Buck*, 124 Mo. 178, 27 S. W. 412, 46 Am. St. Rep. 439, 25 L. R. A. 178; *Pritchard v. Norton*, 105 U. S. 124 (*dictum*). If a question is solely one of remedy and to determine it, it is necessary to ascertain the nature of the contract, then the *lex fori* is the law applied to determine the nature of such contract, so far as the question of remedy is concerned. *Thrasher v. Everhart*, 3 Gill & J. (Md.) 234; *Bank v. Donnelly*, 8 Pet. (U. S.) 361; *LeRoy v. Beard*, 8 How. (U. S.) 451; **MINOR CONF. LAWS**, 506. Thus in *LeRoy v. Beard*, *supra*, a covenant was executed and to be performed in Wisconsin, which by the law of Wisconsin was under seal, but which the law of New York did not regard as under seal. Assumpsit being brought thereon in New York, it was held that assumpsit, not covenant, was the proper form of action in New York. The question in the principal case involved a matter of remedy, and the *lex fori* should have been applied to determine the na-